I, David L. Talbott hereby swear and affirm that the foregoing direct testimony was prepared by me or under my direct supervision or control and is true and accurate to the best of my knowledge and belief.

Signed: _____

_____
Witness

State: Maryland
County: Anne Arundel

I, DIANA G. ADAMS do hereby swear and affirm that

David L. Talbott appeared before me this 27th day of July, 2001.

Signed: _____

Notary

Notary Qualification Expires:

DIANA G. ADAMS
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires December 1, 2001

[Stamp or Seal]

EXHIBIT DLT-1

Statement of Qualifications

David L. Talbott

Mr. David L. Talbott has been involved in the telecommunications industry for more than twenty-five years. He is a District Manager in AT&T Network Services. He has presented testimony on local network interconnection before many state commissions and is recognized within AT&T as an expert on these matters.

EDUCATION

Mr. Talbott graduated from the University of Maryland – College Park in 1975 with a Bachelor of Arts Degree from the Communications Department.

RELATED WORK EXPERIENCE

Mr. Talbott started with AT&T Long Lines Department in 1976. From 1979 through 1988 he held various management positions in engineering related to the design and implementation of private line services. From 1988 through 1998 he was responsible for developing and managing numerous business relationships between AT&T and selected Competitive Access Providers and Competitive Local Exchange Carriers. His responsibilities required that he address and resolve both technical and business issues, including the interconnection of the respective networks.

During 1999, Mr. Talbott, was the Business Development Manager for AT&T's Internet Protocol Cable Telephony Project. His responsibilities included the assessment of the technical capabilities of selected vendors and contracting the best qualified vendors to assist AT&T in its development of Internet Protocol cable telephony technology.

As of September 1999, Mr. Talbott was assigned to his current position, where he is responsible for the development and negotiation of interconnection agreements between AT&T and ILECs, focusing on network interconnection issues.

REGULATORY PROCEEDINGS

Mr. Talbott has provided testimony before: the California Pubic Utilities Commission; the Florida Public Service Commission; the Georgia Public Service Commission; the Kansas Corporation Commission; the Michigan Public Service Commission; the New York Public Service Commission; the North Carolina Public Utilities Commission; the Public Utilities Commission of Ohio; the Texas Public Utility Commission; and the Wisconsin Public Service Commission.

EXHIBIT DLT-2

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EXHIBIT DLT-3

VERIZON NETWORK ARCHITECTURE

= VZ TANDEM

= VZ END OFFICE

= END USER

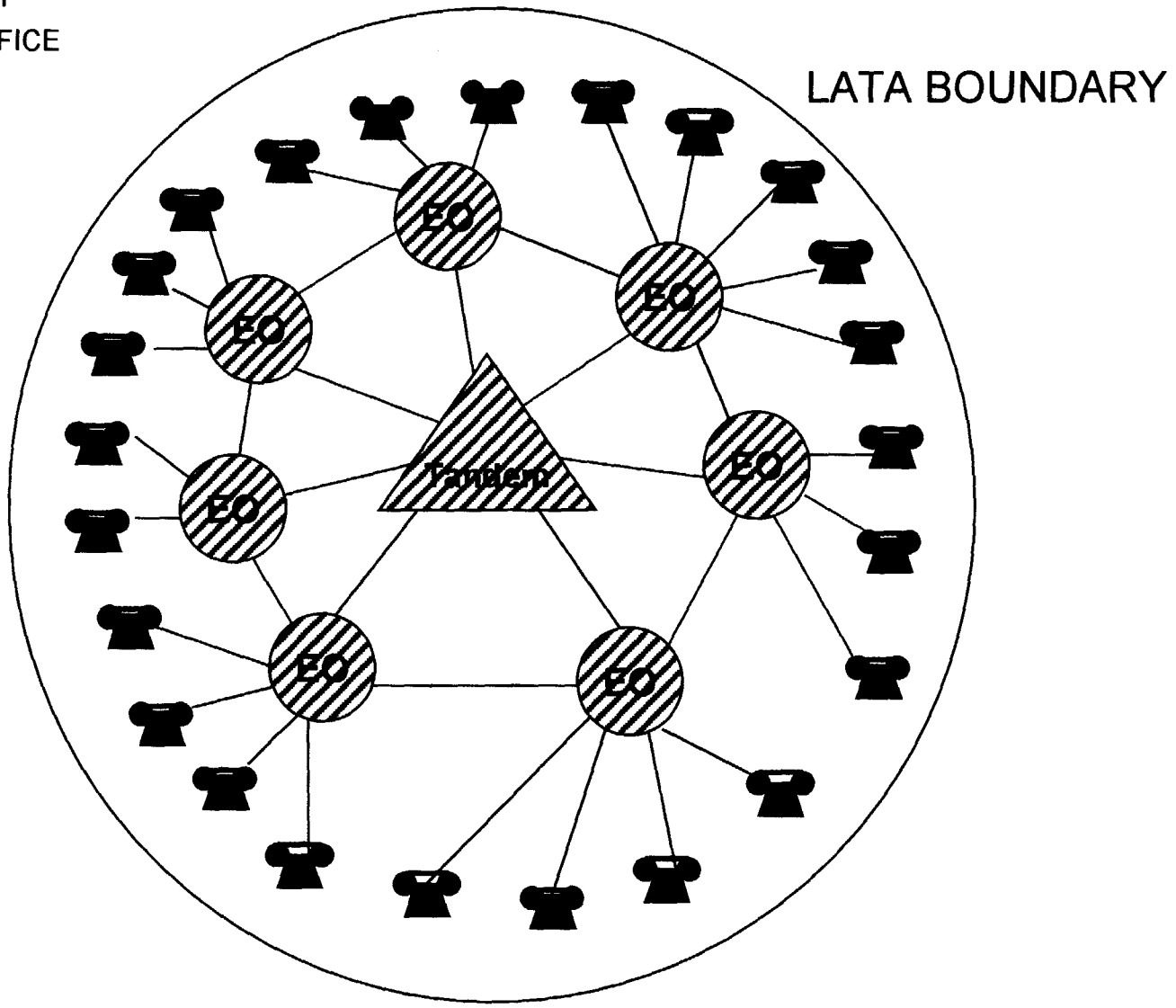
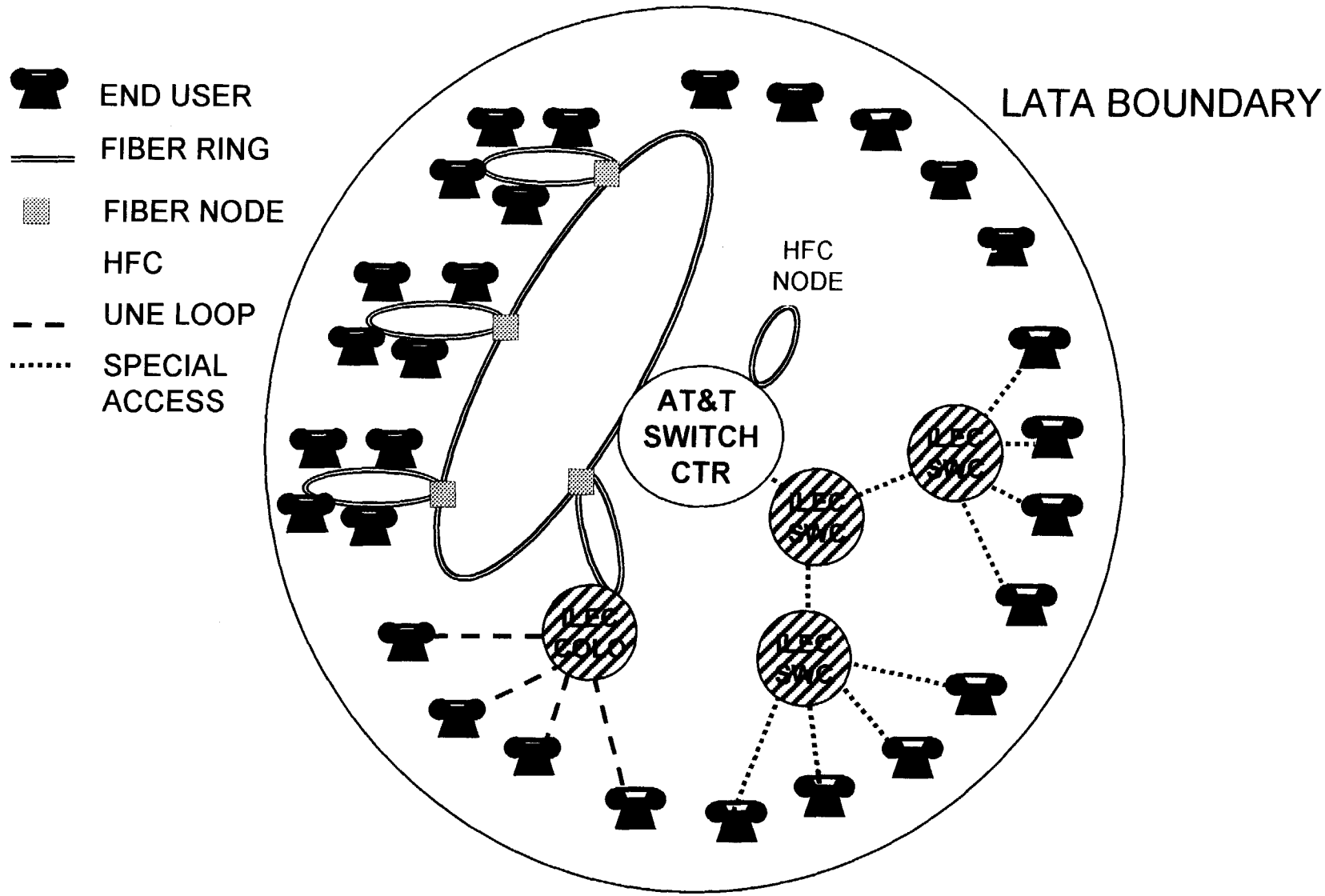


EXHIBIT DLT-4

AT&T NETWORK ARCHITECTURE



VIRGINIA NETWORK INTERCONNECTION COST ANALYSIS

COSTS ALLOCATED TO EACH PARTY UNDER AT&T PROPOSAL

	2001		2002		2003		2004		2005	
	AT&T	VZ	AT&T	VZ	AT&T	VZ	AT&T	VZ	AT&T	VZ
DEOT										
Tandem 1										
FG-D										
Total										
Collective Total										

COSTS ALLOCATED TO EACH PARTY UNDER VERIZON PROPOSAL

Using primary (tandem overflow) end office groups

	2001		2002		2003		2004		2005	
	AT&T	VZ	AT&T	VZ	AT&T	VZ	AT&T	VZ	AT&T	VZ
DEOT										
Tandem 2										
FG-D										
Total										
Collective Total										

This work sheet summarizes the allocation of network interconnection costs as proposed by each party.
Detailed cost basis for this summary is provided on the four associated worksheets as labeled.

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Exhibit DLT-5

COSTS ALLOCATED TO EACH PARTY UNDER VERIZON PROPOSAL

Using final (no tandem overflow) end office groups

	2001		2002		2003		2004		2005	
	AT&T	VZ	AT&T	VZ	AT&T	VZ	AT&T	VZ	AT&T	VZ
DEOT										
Tandem										
FGD										
Total										
Collective Total										

AT&T MONTHLY PER LINE COSTS FOR 2001

Under AT&T Proposal

Under Verizon Proposal with tandem overflow

Under Verizon Proposal without tandem overflow

[redacted]

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Exhibit DLT-6
(Contains Proprietary Information)

Verizon Virginia, Inc.

Special Access Dedicated Transport Rates (Zone 1, Three-Year Term)

Versus

UNE Transport Rates

Interstate Special Access	**Rate**
DS-1 Channel Termination	$176.55
DS-1 Channel Mileage	
Fixed	$38.89
Per Mile	$14.32
DS-3 Channel Termination	$2,475.00
DS-3 Channel Mileage	
Fixed	$742.50
Per Mile	$139.53

UNE	**Rate**
DS-1 Dedicated Transport	
Entrance Facilities	$119.15
Interoffice Facilities	$ 35.10
DS-3 Dedicated Transport	
Entrance Facilities	$767.44
Interoffice Facilities	$604.53

Verizon Virginia, Inc.

Special Access Dedicated Transport Rates (Zone 1, Three-Year Term)

Versus

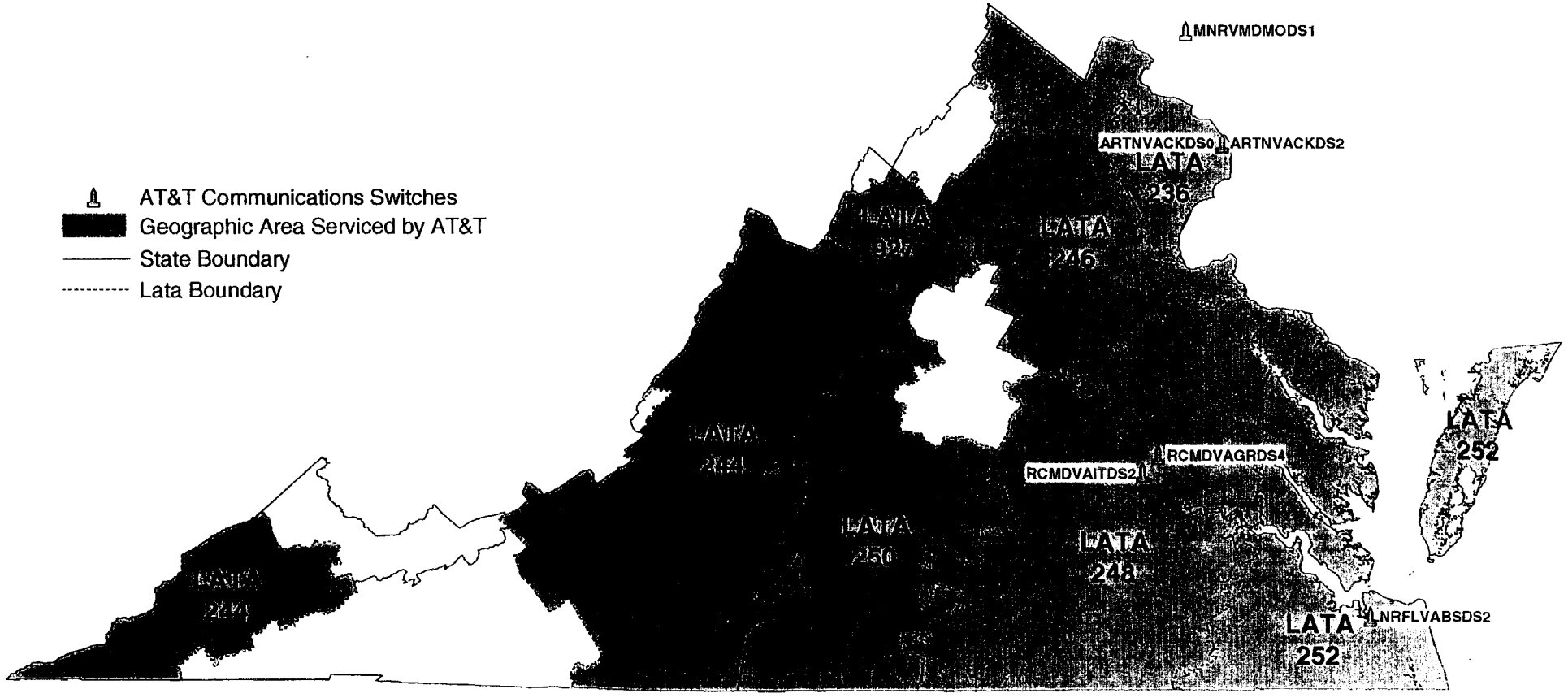
UNE Transport Rates

DS-1 Rate Comparison	Special Access	UNE	Difference
Ten-Mile Circuit	$358.64	$154.25	$204.39
Fifty-Mile circuit	$931.44	$154.25	$777.19

DS-3 Rate Comparison	Special Access	UNE	Difference
Ten-Mile Circuit	$4,612.80	$1,371.97	$3,240.83
Fifty-Mile Circuit	$10,194.00	$1,371.97	$8,822.03

Exhibit DLT 8a

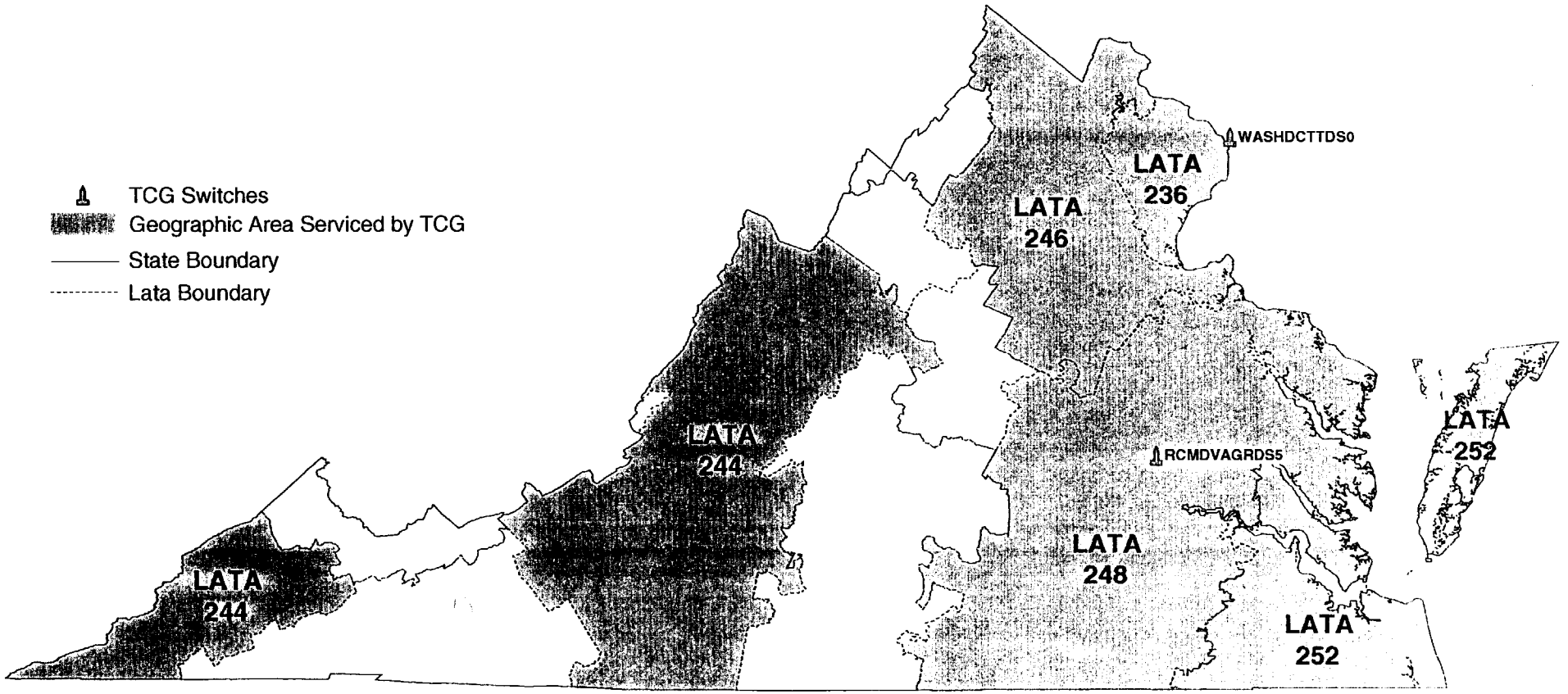
AT&T Communications Switches Serving Virginia



Prepared with MapInfo v.6.5
Data Source: LERG June 2001

Exhibit DLT 8b

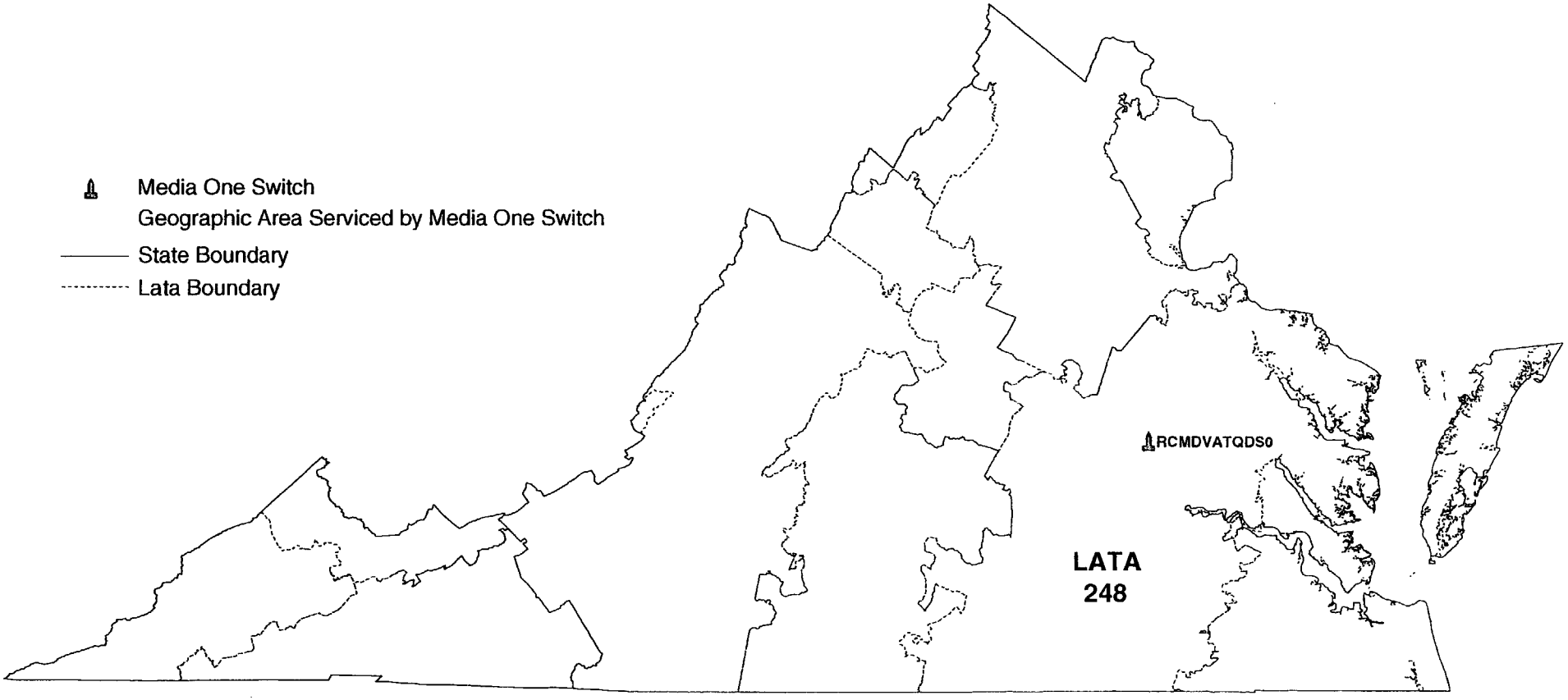
TCG Switches Serving Virginia



Prepared with MapInfo v.6.5
Data Source: LERG June 2001

Exhibit DLT 8c

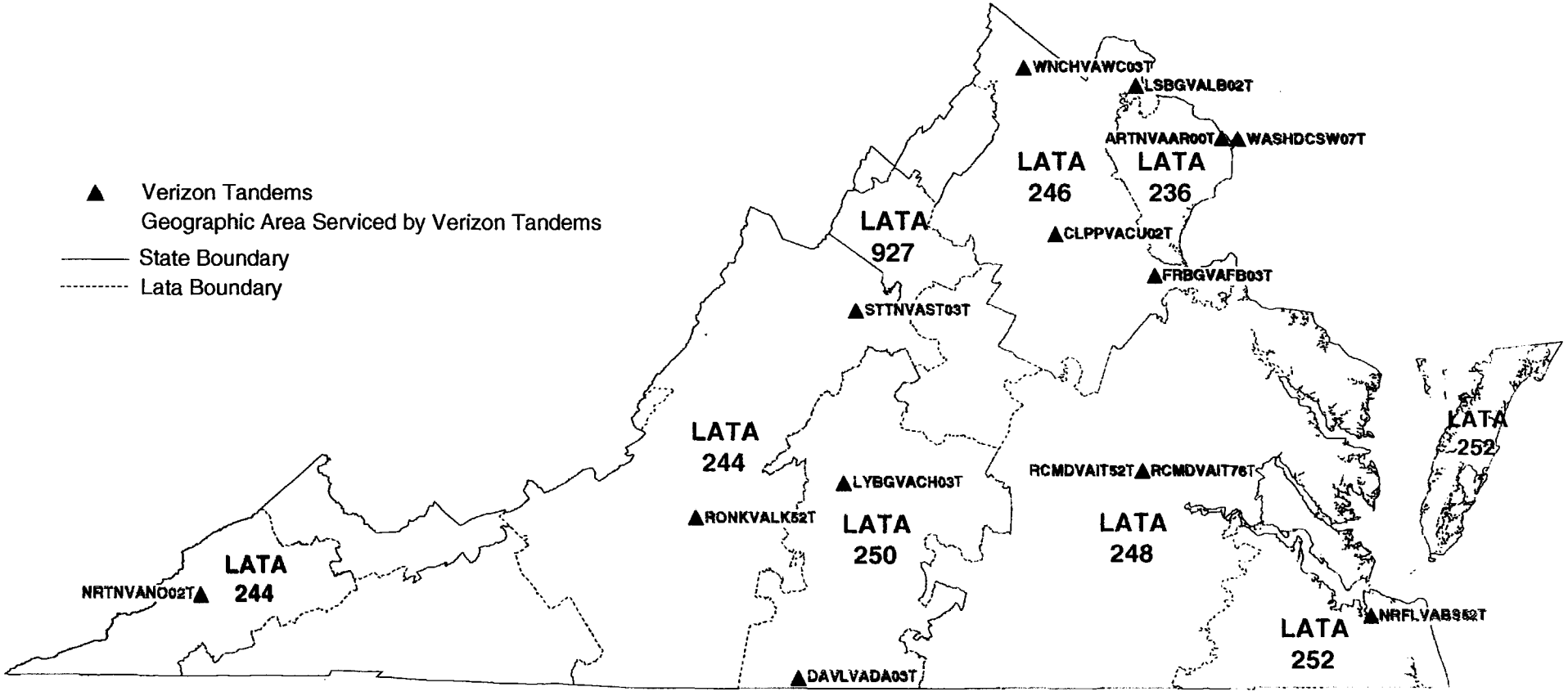
Media One Switch Serving Virginia



Prepared with MapInfo v.6.5
Data Source: LERG June 2001

Exhibit DLT 8d

Verizon Switches Serving Virginia



Map does not include territory served by the former GTE tandem switches

Prepared with MapInfo v.6.5
Data Source: LERG June 2001

EXHIBIT DLT-9

Terms Applicable Competitive Tandem Service

The following terms are to be added to Schedule 4, Part B: INTERCONNECTION ARCHITECTURE

6 COMPETITIVE TANDEM SERVICE – Upon request by AT&T, the Parties will establish two-way competitive-tandem trunk groups separate from ESIT trunk groups, to carry traffic between AT&T's switched access customer connected to AT&T's switch and Verizon's local customers. Such trunks will be established in GR-394-CORE format. The Parties agree that the following provisions will apply to the switching and transport of competitive-tandem traffic:

6.1 Verizon will provide to AT&T UNE local switching, tandem switching and transport of Feature Group D calls from end-users who have chosen an IXC that is connected to the AT&T's tandem switch.

6.2 The charges applicable to the functions provided by Verizon to AT&T will be in accordance with [UNE pricing section of Agreement – need cite].

6.3 Verizon may bill AT&T directly for the UNEs ordered by AT&T.

6.4 AT&T shall direct traffic received from Switched Access customers directly to Verizon's end office serving the called party where such connection exists and is available. Where no such end office connection exists or is available, AT&T may direct such traffic to Verizon's tandem serving the called party's end office.

6.5 Upon request from AT&T, Verizon shall provide the Carrier Identification Parameter option with competitive-tandem trunk groups ordered by AT&T, so that the primary customer's carrier identification code (CIC) or the CIC designated by the origination of the call will be sent to AT&T in the initial address message of the common channel signaling protocol.

6.6 The Parties will exchange SS7 signaling messages with one another, where and as available. The Parties will provide all line information signaling parameters including, but not limited to, Calling Party Number, Charge Number (if it is different from calling party number), and originating line information ("OLI"). For terminating FGD, the Parties will pass any CPN they receive from other carriers. All privacy indicators will be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (SS7 environment) will be provided by the end office Party wherever such information is needed for call routing or billing. Where TNS information has not been provided by AT&T, Verizon will route originating Switched Access traffic to the IXC

using available translations. The Parties will follow all industry Ordering and Billing Forum (OBF) adopted guidelines pertaining to TNS codes.

The following terms are to replace Schedule 4, Part B, Section 4.

4 MEET POINT TRAFFIC - The Parties will establish two-way meet point trunk groups separate from ESIT trunk groups, to carry Meet Point Traffic. The trunks will be established in GR-394-CORE format. The Parties agree that the following provisions will apply to the switching and transport of Meet Point Traffic:

4.1 AT&T will provide local switching and, at its discretion, transport of Feature Group B and D calls from AT&T end-users who have chosen an IXC that is connected to Verizon's tandem switch.

4.2 Verizon will provide, tandem switching and, if so requested by AT&T, transport of Feature Group B and D calls from AT&T end-users who have chosen an IXC that is connected to Verizon's tandem switch.

4.3 Neither Party will charge the other for the use of its facilities, and the Parties will each bill the IXC customer in accordance with MECOD/MECAB guidelines.

4.4 Neither Party will have the responsibility for ensuring that the Switched Access Service customer accepts or pays for the traffic billed by the other Party.

4.5 Verizon shall direct traffic received from Switched Access customers directly to AT&T's end office serving the called party where such connection exists and is available.

4.6 Originating Feature Group B calls delivered to either Party's tandem shall use GR-317-CORE signaling format unless the associated FGB carrier employs GR-394-CORE signaling for its FGB traffic at the serving access tandem.

4.7 The Parties will exchange SS7 signaling messages with one another, where and as available. The Parties will provide all line information signaling parameters including, but not limited to, Calling Party Number, Charge Number (if it is different from calling party number), and originating line information ("OLI"). For terminating FGD, either Party will pass any CPN it receives from other carriers. All privacy indicators will be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (SS7 environment) will be provided by the end office Party wherever such information is needed for call routing or billing. Where TNS information has not been provided by the end office Party, the tandem Party will route originating Switched

Access traffic to the IXC using available translations. The Parties will follow all industry Ordering and Billing Forum (OBF) adopted guidelines pertaining to TNS codes.

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of	)	
Petition of AT&T Communications	)	**CC Docket No. 00-251**
of Virginia, Inc., Pursuant	)	
to Section 252(e)(5) of the	)	
Communications Act, for Preemption	)	
of the Jurisdiction of the Virginia	)	
State Corporation Commission	)	
Regarding Interconnection Disputes	)	
with Verizon-Virginia, Inc.	)	
	)	

DIRECT TESTIMONY OF
MICHAEL PFAU
ON BEHALF OF AT&T[1]

ISSUES ADDRESSED	
ISSUE III.6	Under the FCC's Rules as currently in effect, must Verizon provide to AT&T new combinations of UNEs that Verizon ordinarily combines for itself, and under what rates terms and conditions must it provide them?
ISSUE III.7	Does Verizon have the right to impose operational requirements, in addition to the interim use restrictions on the conversion of special access to UNE combinations prescribed by the Commission, that further limit AT&T's ability to connect a UNE or UNE combination to other services, such as the retail and wholesale offerings of Verizon?
SUB-ISSUE III.7.A.	Where AT&T requests that existing services be replaced by UNEs and/or UNE Combinations, may Verizon physically disconnect, separate, alter or change in any other fashion the equipment or facilities that are used, without AT&T's consent?

[1] This Affidavit is presented on behalf of AT&T Communications of Virginia, Inc., TCG Virginia, Inc., ACC National Telecom Corp., MediaOne of Virginia and MediaOne Telecommunications of Virginia, Inc. (together, "AT&T").

SUB-ISSUE III.7.B. (same as VII-11)	Must Verizon implement an ordering process that enables AT&T to place a bulk order for the conversion of services to UNEs or UNE Combinations?
SUB-ISSUE III.7.C.	Should AT&T be bound by termination liability provisions in Verizon's contracts or tariffs if it converts a service purchased pursuant to such contract or tariff to UNEs or UNE Combinations?
ISSUE V.9	Under what terms and conditions must Verizon and its data affiliate or their successors or assigns allow AT&T to purchase advanced services for resale?
ISSUE VII.10	Should Verizon be permitted sufficient time to provision to AT&T loops provided via Integrated Digital Loop Carrier?
ISSUE III.8	Is Verizon obligated to provide access to UNEs and UNE combinations (such as enhanced extended links and sub-loops) at any technically feasible point on its network, not limited to points at which AT&T collocates on Verizon's premises?
ISSUE III.9	In what circumstances can Verizon assert the "end user with four or more lines" exception to deny providing AT&T the local switching unbundled network element?
ISSUE III.11	How should Verizon provide full and non-discriminatory access to all subloop elements at any technically feasible points in order to be consistent with the UNE Remand Order?
ISSUE III.11.A.	How is the sub-loop defined?
ISSUE III.11.B.	Must Verizon make a reasonable set of "standardized" subloop elements available?
ISSUE III.11.C.	Must Verizon make an on-premise wiring subloop element available as a routine manner wherever the ILEC owns or controls the on-premises wiring?
ISSUE III.11.D.	Must Verizon define general terms and conditions surrounding access to both the feeder and the distribution subloop elements?
ISSUE III.10 (and various sub-issues)	How and under what conditions must Verizon implement Line Splitting and Line Sharing?
ISSUE V.6	Under what terms and conditions must Verizon provide AT&T with access to local loops when Verizon deploys Next Generation Digital Loop Carrier (NGDLC) loop architecture?